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19 NAVIENT SOLUTIONS, LLC

20 **UNITED STATES DISTRICT COURT**

21 **DISTRICT OF NEVADA**

22 BLECING NOLASCO and EDWARD
23 BROWN, individually and on behalf of all
24 others similarly situated,

25 Case No. 2:16-cv-02734-KJD-PAL

26 **STIPULATED PROTECTIVE ORDER**

27 Plaintiffs,

28 v.

29 NAVIENT SOLUTIONS, INC.,

30 Defendant.

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32 To expedite the flow of discovery material, facilitate the prompt resolution of disputes
33 over confidentiality, adequately protect material entitled to be kept confidential, and ensure that
34 protection is afforded only to material so entitled, plaintiffs Blecing Nolasco and Edward Brown
35 (“Plaintiffs”) and defendant Navient Solutions, LLC, formerly known as Navient Solutions, Inc.
36 (“Defendant”) (collectively, the “Parties”), by and through their undersigned counsel, hereby
37 agree to this Stipulated Protective Order (the “Stipulation”) governing the disclosure of all
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1 confidential documents and information that belong to the Parties and may be produced in this
2 matter. Therefore, the Parties hereby stipulate and agree as follows:

3 1. A party may designate certain documents and/or information provided by it in the
4 matter as “Confidential” if the party reasonably believes that such documents and/or information
5 contain private personal identifying information or trade secrets or other confidential or
6 proprietary commercial, operational or technical information. Confidential documents and/or the
7 information contained therein shall collectively be referred to from time herein as the
8 “Confidential Information.” Written material may be designated as Confidential by stamping on
9 each page of the document: “CONFIDENTIAL.” Testimony will be marked as “Confidential” by
10 statement made on the record and instruction to the Court Reporter as described in paragraph 2
11 below. If timely corrected, an inadvertent failure to designate qualified information or documents
12 as “Confidential” does not, standing alone, waive the designating party’s right to secure
13 protection of such information or documents under this Stipulation.

14 2. A party who receives Confidential Information may challenge the designation of
15 such information as “Confidential” by notifying the designating party, and then by filing a motion
16 with the Court if informal conciliation efforts fail. A party that elects to challenge the designation
17 must do so in good faith and must begin the process by conferring directly with counsel for the
18 designating party. In conferring, the challenging party must explain the basis for its belief that the
19 confidentiality designation was not proper and must give the designating party up to ten (10) days
20 to review the designated material, to reconsider the circumstances, and/or, if no change in
21 designation is offered, to explain the basis for its chosen designation. A challenging party may
22 proceed to file an appropriate motion with the Court only if it has first engaged in this meet-and-
23 confer process. The “Confidential” status of the information shall be maintained as provided by
24 this Stipulation until final ruling by the Court on such motion.

25 3. All documents, testimony and information designated “Confidential” shall be used
26 solely for the purposes of prosecuting and/or defending this action and shall not directly or
27 indirectly be used or disclosed for any commercial, business or other purpose, or in or for any
28 other action.

1 4. All documents, information and testimony designated "Confidential" shall be
2 disclosed only to the Parties, the Parties' attorneys and their staff (including in-house and outside
3 counsel), a representative of any insurance carrier for each party, and to any outside experts
4 retained for this matter. Should any party subsequently determine that it may be necessary to
5 disclose this information to additional representatives, the party shall identify each such
6 representative to the designating party and request that such disclosure be authorized. Such
7 authorization shall not be unreasonably withheld by either party. Before such disclosure, the party
8 seeking disclosure shall provide the designating party, through its counsel, with the names of all
9 such representatives. To the extent any such representative is a consulting expert only, the Parties
10 shall maintain the confidentiality of such information. Any persons to whom Confidential
11 Information is disclosed under the provisions of this Stipulation and any Confidentiality or
12 Protective Order shall be given a copy of this Stipulation and any Confidentiality or Protective
13 Order and shall be advised that they are subject to its provisions, and may not reveal or discuss
14 such information with any person who is not entitled to receive such information pursuant to this
15 paragraph. Confidential Information shall not be copied or compiled in any manner by the
16 receiving party, except as provided herein.

17 5. A party may not file in the public record any document containing Confidential
18 Information, without either written permission from the designating party or a court order secured
19 after appropriate notice to all interested persons. A party that seeks to file under seal any
20 Confidential Information must comply with applicable law.

21 6. By this Stipulation, no party waives the right to file with the Court or to use and
22 offer into evidence at pretrial hearings, in pretrial motions, and at trial (or the right to object to the
23 filing, use or offering into evidence) Confidential Information. Similarly, no party waives any
24 right it otherwise would have to object on any ground to the use in evidence of any material
25 covered by this Stipulation.

26 7. The Parties and their counsel and staff are ordered to protect the Confidential
27 Information and take reasonable measures to avoid unauthorized use and disclosure of any
28 Confidential Information during and after the pendency of the matter.

1 8. The terms of this Stipulation shall survive and remain in full force and effect after
2 the termination of the matter. Each party agrees to return to the other party or destroy and certify
3 in writing the destruction of any Confidential Information, which has been disclosed through the
4 course of the matter, at its conclusion. The Parties, including their counsel and staff, are strictly
5 prohibited from any unauthorized dissemination or use of any Confidential Information outside of
6 the context of this action.

7 9. Any notice to Defendant under this Stipulation or any Confidentiality or Protective
8 Order shall be provided to Defendant by serving its undersigned counsel, Lisa M. Simonetti,
9 Vedder Price (CA), LLP, 1925 Century Park East, Suite 1900, Los Angeles, CA 90067, by e-mail
10 (lsimonetti@vedderprice.com) and U.S. mail. Any notice to Plaintiff under this Stipulation or any
11 Confidentiality or Protective Order shall be provided to Plaintiff, by serving its undersigned
12 counsel, Michael Kind, Kazerouni Law Group, APC, 7854 West Sahara Avenue, Las Vegas, NV
13 89117, by e-mail (mkind@kazlg.com) and U.S. mail.

14 10. This Stipulation and any Confidentiality or Protective Order shall be enforced by
15 the Court, and the Parties agree that any violation of this Stipulation and any Confidentiality or
16 Protective Order may be grounds for contempt in addition to all other available legal and
17 equitable remedies.

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1 The execution of this Stipulation is without prejudice to the rights of any interested party
2 to apply for additional or different protection when and where it is deemed necessary.

3 **IT IS SO STIPULATED:**

4 Dated: May 12, 2017

VEDDER PRICE (CA), LLP

6 By: /s/ Lisa M. Simonetti
Lisa M. Simonetti

7 Attorneys for Defendant
8 NAVIENT SOLUTIONS, LLC

9 Dated: May 12, 2017

KAZEROUNI LAW GROUP, APC

11 By: /s/ Michael Kind
Michael Kind

13 Attorneys for Plaintiffs
14 BLECING NOLASCO and EDWARD
BROWN

18 **IT IS SO ORDERED:**

19 Dated: May 18, 2017

20 By: Peggy A. Teer
PEGGY A. TEER
UNITED STATES MAGISTRATE JUDGE

CERTIFICATE OF SERVICE

I hereby certify that, on May 12, 2017, a copy of the foregoing **STIPULATED
PROTECTIVE ORDER** was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's EM/ECF System:

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/s/ Lisa M. Simonetti
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